

EXHIBIT B



User Agreement

Last revised on June 16, 2011

NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT.

Our User Agreement has been updated; [click here for a summary of the changes](#).

1. INTRODUCTION.

A. *Purpose.*

The mission of LinkedIn is to connect the world's professionals to enable them to be more productive and successful. To achieve our Mission, we make services available through our website, mobile applications, and developer platform, to help you, your connections, and millions of other professionals meet, exchange ideas, learn, make deals, find opportunities or employees, work, and make decisions in a network of trusted relationships and groups

B. *Scope and Intent.*

You agree that by registering on LinkedIn, or by using the our website, including our mobile applications, developer platform, premium services, or other information provided as part of the LinkedIn services (collectively "LinkedIn" or the "Services"), you are entering into a legally binding agreement with LinkedIn Corporation, 2029 Stierlin Court, Mountain View, California 94043, USA if you reside in the United States, and with LinkedIn Ireland Limited, 77 Sir John Rogerson's Quay, Dublin 2, Ireland, if you reside outside the United States ("we," "us," "our," and "LinkedIn") based on the terms of this LinkedIn User Agreement and the LinkedIn [Privacy Policy](#), which is hereby incorporated by reference (collectively referred to as the "Agreement") and become a LinkedIn user ("User").

If you are using LinkedIn on behalf of a company or other legal entity, you are nevertheless individually bound by this Agreement even if your company has a separate agreement with us. If you do not want to register an account and become a LinkedIn User, do not conclude the Agreement, do NOT click "Join LinkedIn" and do not access, view, download or otherwise use any LinkedIn webpage, information or services. By clicking "Join Now," you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. By clicking "Join Now," you also consent to use electronic signatures and acknowledge your click of the "Join Now" button as one. Please note that the LinkedIn User Agreement and [Privacy Policy](#) are also collectively referred to as LinkedIn's "Terms of Service."

2. YOUR OBLIGATIONS.

A. *Applicable laws and this Agreement*

You must comply with all applicable laws, the Agreement, as may be amended from time to time with or without advance notice, and the policies and processes explained in the following sections:

1. [DOs and DON'Ts](#);
2. [Complaints Regarding Content Posted on the LinkedIn Website](#); and
3. [LinkedIn's Privacy Policy](#).

B. *License and warranty for your submissions to LinkedIn.*

You own the information you provide LinkedIn under this Agreement, and may request its deletion at any time, unless you have shared information or content with others and they have not deleted it, or it was copied or stored by other users. Additionally, you grant LinkedIn a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information you provide, directly or indirectly to LinkedIn, including, but not limited to, any user generated content, ideas, concepts, techniques or data to the services, you submit to LinkedIn, without any further consent, notice and/or compensation to you or to any third parties. Any information you submit to us is at your own risk of loss as noted in Sections 2 and 3 of this Agreement.

By providing information to us, you represent and warrant that you are entitled to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights. It is your responsibility to keep your LinkedIn profile information accurate and updated.

C. *Service Eligibility.*

To be eligible to use the Service, you must meet the following criteria and represent and warrant that you: (1) are 18 years of age or older; (2) are not currently restricted from the Services, or not otherwise prohibited from having a LinkedIn account; (3) are not a competitor of LinkedIn or are not using the Services for reasons that are in competition with LinkedIn; (4) will only maintain one LinkedIn account at any given time; (5) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (6) will not violate any rights of LinkedIn, including intellectual property rights such as copyright or trademark rights; and (7) agree to provide at your cost all equipment, software, and internet access necessary to use the Services.

D. *Sign-In Credentials.*

You agree to: (1) Keep your password secure and confidential; (2) not permit others to use your account; (3) refrain from using other Users' accounts; (4) refrain from selling, trading, or otherwise transferring your LinkedIn account to another party; and (5) refrain from charging anyone for access to any portion of LinkedIn, or any information therein. Further, you are responsible for anything that happens through your account until you close down your account or prove that your account security was compromised due to no fault of your own. To close your account, please visit LinkedIn's [customer service site](#).

E. *Indemnification.*

You indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (2) any content you submit to the Services, and (3) any activity in which you engage on or through LinkedIn.

F. *Payment.*

If you purchase any services that we offer for a fee, either on a one-time or subscription basis ("Premium Services"), you agree to LinkedIn storing your payment card information. You also agree to pay the applicable fees for the Premium Services (including, without limitation, periodic fees for premium accounts) as they become due plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. Your obligation to pay fees continues through the end of the subscription period during which you cancel your subscription. You may cancel your Premium Services [here](#). LinkedIn's refund policy is explained [here](#). You also acknowledge that LinkedIn's Premium Services are subject to this Agreement and any additional terms related to the provision of the Premium Service.

G. *Notify us of acts contrary to the Agreement.*

If you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory law, you agree to provide us with detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

H. *Notifications and Service Messages.*

For purposes of service messages and notices about the Services to you, LinkedIn may place a banner notice across its pages to alert you to certain changes such as modifications to this Agreement. Alternatively, notice may consist of an email from LinkedIn to an email address associated with your account, even if we have other contact information. You also agree that LinkedIn may communicate with you through your LinkedIn account or through other means including email, mobile number, telephone, or delivery services including the postal service about your LinkedIn account or services associated with LinkedIn. Please review your [Settings](#) to control what kind of messages you receive from LinkedIn. You acknowledge and agree that we shall have no liability associated with or arising from your failure to do so maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service.

I. *LinkedIn Applications.*

LinkedIn may offer the Services through applications built using LinkedIn's platform ("LinkedIn Applications"). Examples of LinkedIn Applications include its smart phone applications (LinkedIn for Blackberry or LinkedIn for iPhone), and LinkedIn's "Share" buttons and other interactive plugins distributed on websites across the web. LinkedIn Applications are distinct from third party Platform Applications addressed in Section 4.B. If you use a LinkedIn Application or interact with a website that has deployed a plugin, you agree that information

about you and your use of the Services, including, but not limited to, your device, your mobile carrier, your internet access provider, your physical location, and/or web pages containing LinkedIn plugins that load in your browser may be communicated to us.

Further, by importing any of your LinkedIn data through the LinkedIn Application, you represent that you have authority to share the transferred data with your mobile carrier or other access provider. In the event you change or deactivate your mobile account, you must promptly update your LinkedIn account information to ensure that your messages are not sent to the person that acquires your old number and failure to do so is your responsibility. You acknowledge you are responsible for all charges and necessary permissions related to accessing LinkedIn through your mobile access provider. Therefore, you should check with your provider to find out if the Services are available and the terms for these services for your specific mobile devices.

Finally, by using any downloadable application to enable your use of the Services, you are explicitly confirming your acceptance of the terms of the End User License Agreement associated with the application provided at download or installation, or as may be updated from time to time.

J. *User-to-User Communication and Sharing (LinkedIn Groups, Answers, Updates, Company Pages, etc.).*

LinkedIn offers various forums such as LinkedIn Groups, Answers, and Network Updates, where you can post your observations and comments on designated topics. LinkedIn also enables sharing of information by allowing users to post updates, including links to news articles and other information such as job opportunities, product recommendations, and other content to their profile and other parts of the site, such as LinkedIn Groups and LinkedIn Company Pages.

LinkedIn members can create LinkedIn Groups and Company Pages for free, however, LinkedIn may close or transfer LinkedIn Groups or Company Pages, or remove content from them if the content violates this Agreement or others' intellectual property rights.

Please note that ideas you post and information you share may be seen and used by other Users, and LinkedIn cannot guarantee that other Users will not use the ideas and information that you share on LinkedIn. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to any LinkedIn Group, into your Network Updates, or elsewhere on LinkedIn. LINKEDIN IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY LINKEDIN COMMUNITY FORUMS SUCH AS THE LINKEDIN BLOG, GROUPS OR ANSWERS.

K. *Privacy.*

You should carefully read our full [Privacy Policy](#) before deciding to become a User as it is hereby incorporated into this Agreement by reference, and governs our treatment of any information, including personally identifiable information you submit to us. Please note that certain information, statements, data, and content (such as photographs) which you may submit to LinkedIn, or groups you choose to join might, or are likely to, reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.

L. *Export Control.*

Your use of LinkedIn services, including our software, is subject to export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control. You shall not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving US origin products, including services or software.

M. *Contributions to LinkedIn*

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to LinkedIn through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) LinkedIn is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) LinkedIn shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) LinkedIn may have something similar to the Contributions already under consideration or in development; (e) you irrevocably assign to LinkedIn all rights to your Contributions; and (f) you are not entitled to any compensation or reimbursement of any kind from LinkedIn under any circumstances.

3. YOUR RIGHTS.

On the condition that you comply with all your obligations under this Agreement, including, but not limited to, the Do's and Don'ts listed in Section 10, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable license and right to access the Services, through a generally available web browser, mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of LinkedIn or its Users), view information and use the Services that we provide on LinkedIn webpages and in accordance with this Agreement. Any other use of LinkedIn contrary to our mission and purpose (such as seeking to connect to someone you do not know or trust, or to use information gathered from LinkedIn commercially unless expressly authorized by LinkedIn) is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in LinkedIn and all related items, including any and all copies made of the LinkedIn website.

4. OUR RIGHTS AND OBLIGATIONS.

A. *Services Availability.*

For as long as LinkedIn continues to offer the Services, LinkedIn shall provide and seek to update, improve and expand the Services. As a result, we allow you to access LinkedIn as it may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue LinkedIn, partially or entirely, or change and modify prices for all or part of the Services for you or for all our users in our sole discretion. All of these changes shall be effective upon their posting on our site or by direct communication to you unless otherwise noted. LinkedIn further reserves the right to withhold, remove and or discard any content available as part of your account, with or without notice if deemed by LinkedIn to be contrary to this Agreement. For avoidance of doubt, LinkedIn has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using the Services.

B. *Third Party Sites and Developers.*

LinkedIn may include links to third party web sites ("Third Party Sites") on www.linkedin.com, developer.linkedin.com, and elsewhere. LinkedIn also enables third party developers ("Platform Developers") to create applications ("Platform Applications") that provide features and functionality using data and developer tools made available by LinkedIn through its developer platform.

You are responsible for evaluating whether you want to access or use a Third Party Site or Platform Application. You should review any applicable terms and/or privacy policy of a Third Party Site or Platform Application before using it or sharing any information with it, because you may give the operator permission to use your information in ways we would not.

LinkedIn is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites or Platform Applications. LinkedIn also does not screen, audit, or endorse Platform Applications. Accordingly, if you decide to access Third Party Sites or use Platform Applications, you do so at your own risk and agree that your use of any Platform Application is on an "as-is" basis without any warranty as to the Platform Developer's actions, and that this Agreement does not apply to your use of any Third Party Site or Developer Application.

Please note: If you allow an Platform Application or Third Party Site to authenticate to or connect with your LinkedIn account, that application or website can access information on LinkedIn related to you and your connections.

For additional information regarding Platform Developers and Platform Applications, please refer to LinkedIn's [Privacy Policy](#).

C. *Disclosure of User Information.*

You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of LinkedIn, our Users or the public.

Disclosures of User information to third parties other than those required to provide customer support, administer this agreement, or comply with legal requirements are addressed in the [privacy policy](#).

D. *Connections and Interactions with other Users.*

You are solely responsible for your interactions with other Users. LinkedIn may limit the number of connections you may have to other Users and may, in certain circumstances, prohibit you from contacting other Users through use of the Services or otherwise limit your use of the Services. LinkedIn reserves the right, but has no obligation, to monitor disputes between you and other members and to restrict, suspend, or close your account if LinkedIn determines, in our sole discretion, that doing so is necessary to enforce this Agreement.

5. DISCLAIMER.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

DO NOT RELY ON LINKEDIN, ANY INFORMATION THEREIN, OR ITS CONTINUATION. WE PROVIDE THE PLATFORM FOR LINKEDIN AND ALL INFORMATION AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. LINKEDIN DOES NOT CONTROL OR VET USER GENERATED CONTENT FOR ACCURACY. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NON-INFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY LINKEDIN OR ANYTHING RELATED TO LINKEDIN, YOU MAY CLOSE YOUR LINKEDIN ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 7 ("TERMINATION") AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

LINKEDIN IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS INMAILS, POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH LINKEDIN TO ANYONE. IN ADDITION, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE WEBSITE MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL TO US, SERVICE, OR TECHNOLOGY.

LINKEDIN DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, LINKEDIN DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

LINKEDIN DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. LINKEDIN DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, LINKEDIN DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE LINKEDIN SITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

6. LIMITATION OF LIABILITY.

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

Neither LinkedIn nor any of our subsidiaries, affiliated companies, employees, shareholders, or directors ("LinkedIn Affiliates") shall be cumulatively liable for (a) any damages in excess of five times the most recent monthly fee that you paid for a Premium Service, if any, or US \$100, whichever amount is greater, or (b) any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the Service, any platform applications or any of the content or other materials on, accessed

through or downloaded from LinkedIn. This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall:

- A. Apply regardless of whether (1) you base your claim on contract, tort, statute or any other legal theory, (2) we knew or should have known about the possibility of such damages, or (3) the limited remedies provided in this section fail of their essential purpose; and
- B. Not apply to any damage that LinkedIn may cause you intentionally or knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed from in this Agreement.
- C. Not apply if you have entered into a separate agreement to purchase Premium Services with a separate Limitation of Liability provision that supersedes this section in relation to those Premium Services.

7. TERMINATION.

A. *Mutual rights of termination.*

You may terminate this Agreement, for any or no reason, at any time, with notice to LinkedIn pursuant to Section 9.C. This notice will be effective upon LinkedIn processing your notice. LinkedIn may terminate the Agreement and your account for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. For avoidance of doubt, only LinkedIn or the party paying for the services may terminate your access to any Premium Services. Termination of your LinkedIn account includes disabling your access to LinkedIn and may also bar you from any future use of LinkedIn.

B. *Misuse of the Services.*

LinkedIn may restrict, suspend or terminate the account of any User who abuses or misuses the Services. Misuse of the Services includes inviting other Users with whom you do not know to connect; abusing the LinkedIn messaging services; creating multiple or false profiles; using the Services commercially without LinkedIn's authorization, infringing any intellectual property rights, violating any of the Do's and Don'ts listed in Section 10, or any other behavior that LinkedIn, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, LinkedIn has adopted a policy of terminating accounts of Users who, in LinkedIn's sole discretion, are deemed to be repeat infringers under the United States Copyright Act.

C. *Effect of Termination.*

Upon the termination of your LinkedIn account, you lose access to the Services. The terms of this Agreement shall survive any termination, except Sections 3 ("Your Rights") and 4.a-b, and d ("Our Rights and Obligations") hereof.

8. DISPUTE RESOLUTION

A. *Law and Forum for Legal Disputes*

This Agreement or any claim, cause of action or dispute ("claim") arising out of or related to this Agreement shall be governed by the laws of the state of California regardless of your country of origin or where you access LinkedIn, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and LinkedIn agree that all claims arising out of or related to this Agreement must be resolved exclusively by a state or federal court located in Santa Clara County, California, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You and LinkedIn agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California for the purpose of litigating all such claims. Notwithstanding the above, you agree that LinkedIn shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

B. *Arbitration Option.*

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any

judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

9. GENERAL TERMS.

A. *Severability.*

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

B. *Language.*

Where LinkedIn has provided you with a translation of the English language version of this Agreement, the Privacy Policy, and/or any other documentation, you agree that the translation is provided for your convenience only and that the English language versions of this Agreement, the Privacy Policy, and any other documentation, including additional terms of service for Premium Services, will govern your relationship with LinkedIn.

C. *Notices and Service of Process.*

In addition to Section 2.h. ("Notices and Service Messages"), we may notify you via postings on www.linkedin.com. You may contact us [here](#).

Or via mail or courier at:

LinkedIn Corporation
ATTN: Legal Department
2029 Stierlin Court
Mountain View, CA 94043
USA

Additionally, LinkedIn accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

D. *Entire Agreement.*

You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and us regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other LinkedIn services, third-party content or third party software.

E. *Amendments to this Agreement.*

We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at www.linkedin.com or notifying you otherwise. For example, LinkedIn presents a banner on the site when we have amended this Agreement or the Privacy Policy so that you may access and review the changes prior to your continued use of the site. If you do not want to agree to changes to the Agreement, you can terminate this Agreement at any time per Section 7 (Termination).

F. *No informal waivers, agreements or representations.*

Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by any LinkedIn Affiliate shall be deemed legally binding on any LinkedIn Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of LinkedIn.

G. *No Injunctive Relief.*

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.

H. *Beneficiaries.*

Entities other than LinkedIn Corporation and LinkedIn Ireland, Limited, that LinkedIn Corporation owns a 50% or greater interest in ("Affiliate") are not parties, but intended third party beneficiaries of this Agreement, with a right to enforce the Agreement directly against you.

I. *Assignment and Delegation.*

You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, LinkedIn Corporation for any third party that assumes our rights and obligations under this Agreement.

J. *Potential Other Rights and Obligations.*

You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

10. LINKEDIN USER "DOS" and "DON'TS."

As a condition to access LinkedIn, you agree to this User Agreement and to strictly observe the following DOs and DON'Ts:

A. *Do undertake the following:*

1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
2. Provide accurate information to us and update it as necessary;
3. Review and comply with our Privacy Policy;
4. Review and comply with notices sent by LinkedIn concerning the Services; and
5. Use the Services in a professional manner.

B. *Don't undertake the following:*

1. Act dishonestly or unprofessionally by engaging in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content to LinkedIn;
2. Publish inaccurate information in the designated fields on the profile form (e.g., do not include a link or an email address in the name field). Please also protect sensitive personal information such as your email address, phone number, street address, or other information that is confidential in nature;
3. Create a user profile for anyone other than a natural person;
4. Harass, abuse or harm another person, including sending unwelcomed communications to others using LinkedIn;
5. Invite people you do not know to join your network;
6. Upload a profile image that is not your likeness or a head-shot photo;
7. Use or attempt to use another's account without authorization from the Company, or create a false identity on LinkedIn;
8. Upload, post, email, InMail, transmit or otherwise make available or initiate any content that:
 - a. Falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
 - b. Is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
 - c. Adds to a content field content that is not intended for such field (i.e. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by LinkedIn);

- d. Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - e. Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
 - f. Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to (a) using LinkedIn invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; (b) using LinkedIn to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and (c) sending messages to distribution lists, newsgroup aliases, or group aliases;
 - g. Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of LinkedIn or any User of LinkedIn;
 - h. Forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Services; and/or
- 9. Participate, directly or indirectly, in the setting up or development of a network that seeks to implement practices that are similar to sales by network or the recruitment of independent home salespeople to the purposes of creating a pyramid scheme or other similar practices.
 - 10. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on LinkedIn (excluding content posted by you) except as permitted in this Agreement, [LinkedIn's developer terms and policies](#), or as expressly authorized by LinkedIn;
 - 11. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof
 - 12. Utilize or copy information, content or any data you view on and/or obtain from LinkedIn to provide any service that is competitive, in LinkedIn's sole discretion, with LinkedIn;
 - 13. Imply or state, directly or indirectly, that you are affiliated with or endorsed by LinkedIn unless you have entered into a written agreement with LinkedIn (this includes, but is not limited to, representing yourself as an accredited LinkedIn trainer if you have not been certified by LinkedIn as such);
 - 14. Adapt, modify or create derivative works based on LinkedIn or technology underlying the Services, or other Users' content, in whole or part, except as permitted under LinkedIn's developer program;
 - 15. Rent, lease, loan, trade, sell/re-sell access to LinkedIn or any information therein, or the equivalent, in whole or part;
 - 16. Sell, sponsor, or otherwise monetize a LinkedIn Group or any other service or functionality of LinkedIn, without the express written permission of LinkedIn.
 - 17. Deep-link to the Site for any purpose, (i.e. including a link to a LinkedIn web page other than LinkedIn's home page) unless expressly authorized in writing by LinkedIn or for the purpose of promoting your profile or a Group on LinkedIn as set forth in the [Brand Guidelines](#);
 - 18. Remove any copyright, trademark or other proprietary rights notices contained in or on LinkedIn, including those of both LinkedIn and any of its licensors;
 - 19. Remove, cover or otherwise obscure any form of advertisement included on LinkedIn;
 - 20. Collect, use, copy, or transfer any information, including, but not limited to, personally identifiable information obtained from LinkedIn except as expressly permitted in this Agreement or as the owner of such information may expressly permit;
 - 21. Share information of non-Users without their express consent;

22. Infringe or use LinkedIn's brand, logos and/or trademarks, including, without limitation, using the word "LinkedIn" in any business name, email, or URL or including LinkedIn's trademarks and logos except as provided in the [Brand Guidelines](#) or as expressly permitted by LinkedIn;
23. Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the site;
24. Use bots or other automated methods to access LinkedIn, add or download contacts, send or redirect messages, or perform other activities through LinkedIn, unless explicitly permitted by LinkedIn;
25. Access, via automated or manual means or processes, LinkedIn for purposes of monitoring LinkedIn's availability, performance or functionality for any competitive purpose;
26. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of LinkedIn's website;
27. Attempt to or actually access LinkedIn by any means other than through the interfaces provided by LinkedIn such as its mobile application or by navigating to <http://www.linkedin.com> using a web browser. This prohibition includes accessing or attempting to access LinkedIn using any third-party service, including software-as-a-service platforms that aggregate access to multiple services, including LinkedIn;
28. Attempt to or actually override any security component included in or underlying LinkedIn;
29. Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on LinkedIn's infrastructure, including, but not limited to, sending unsolicited communications to other Users or LinkedIn personnel, attempting to gain unauthorized access to LinkedIn, or transmitting or activating computer viruses through or on LinkedIn;
30. Interfere with or disrupt or game LinkedIn or the Services, including, but not limited to, any servers or networks connected to LinkedIn, in particular LinkedIn's search algorithms.

11. COMPLAINTS REGARDING CONTENT POSTED ON THE LINKEDIN WEBSITE.

We built LinkedIn to help you be a more successful professional, and to help professionals succeed. To achieving this purpose, we encourage our Users to share truthful and accurate information. We also respect the intellectual property rights of others. Accordingly, this Agreement requires that information posted by Users be accurate and not in violation of the intellectual property rights or other rights of third parties. To promote these objectives, LinkedIn provides a process for submission of complaints concerning content posted by our Users. Our policy and procedures can be found here:

[LinkedIn Copyright Policy](#).

[Claims regarding Copyright Infringement](#).

[Claims regarding content](#) (other than copyright).

LinkedIn Corporation, Mountain View, California, USA, June 16, 2011.